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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM.

HLAG ~~CP-SHIPS~~/CSAV Slot Charter Agreement

FMC Agreement No. 011776-003
(4th Edition)

A Slot Charter Agreement

Expiration Date: None

This Agreement originally became effective on October 8, 2001.

TABLE OF CONTENTS

<u>Article</u>	<u>Name</u>	<u>Page</u>
1	Full Name of the Agreement	1
2	Purpose of the Agreement	1
3	Parties to the Agreement	1
4	Geographic Scope of the Agreement	2
5	Agreement Authority	2
6	Officials of the Agreement and Delegations of Authority	6
7	Membership and Withdrawal	6
8	Voting	7
9	Duration and Termination of Agreement	7
10	Non-Assignment	7
11	Arbitration	8
12	Applicable Law and Severability	9
13	Force Majeure	9
14	Counterparts	10

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the HLAG ~~CP SHIPS~~/CSAV Slot Charter Agreement (“Agreement”).

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit each of the Parties, through space chartering, to provide more frequent sailings and to achieve efficiencies and economies in their respective services offered in the Trade (as hereinafter defined) covered by the Agreement, all to the benefit of the parties and the shipping public.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter “party” or “parties”) are:

1. Hapag-Lloyd AG CP Ships (USA) LLC
Ballindam 25 401 E. Jackson Street
20095 Hamburg, Germany Suite 3300
Tampa, FL 33602

(Hereinafter referred to as “HLAG CP Ships”)

2. Compania Sud Americana De Vapores S.A.
Plaza Sotomayor 50
P.O. Box 49
Valparaiso, Chile

(Hereinafter, referred to as “CSAV”)

ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

This Agreement applies to the trades between ports on the Gulf Coast of the United States and inland and coastal points in the United States served via such ports and ports in Puerto Rico, on the one hand, and ports in the Dominican Republic, Mexico, Costa Rica, Honduras, Panama, the Caribbean Coast of Colombia and Venezuela and inland and coastal points in the aforementioned countries served via such ports, on the other hand (hereinafter referred to as the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

1. Slot Sale

a. The parties may consult and agree upon the sale by HLAG ~~CP-SHIPS~~ to CSAV of slots on vessels operated in the Trade by HLAG ~~CP-SHIPS~~ or on vessels operated in the Trade by non-parties on which HLAG ~~CP-SHIPS~~ has chartered slots. Initially, HLAG ~~CP-SHIPS~~ will provide three vessels of approximately 1100 TEU capacity, and will provide a scheduled round trip voyage duration of 21 days and frequency of seven days, except in circumstances beyond the control of the operator. The parties may consult and agree on the terms and conditions of and relating to such sale, including without limitation terms and conditions relating to the compensation to be paid for such slots, sailing schedules, service frequency, ports to be served and port rotations. More specifically, but without limiting the authority granted herein, the parties agree that:

(i) CSAV will be allocated a basic slot allocation of 160 TEUs at an average of 12 tons per TEU per voyage and CDWT of up to 1,920 tons per voyage leg, along with a directly proportionate number of reefer plugs, on each of the three vessels operated by HLAG ~~CP-SHIPS~~

pursuant to FMC Agreement No. 232-011648. Slot costs shall be reviewed every six (6) months, with the first review taking place twelve (12) months after this Agreement becomes effective.

(ii) On the effective date of Amendment 001, the initial scheduled port rotation shall be Houston, Altamira, Veracruz, Puerto Cortés, Puerto Limon, Manzanillo – Panama, Cartagena, Puerto Cabello, La Guaira, Rio Haina, Houston, and San Juan. Service particulars are based on presently known trading conditions. HLAG ~~CP-SHIPS~~ agrees to consult with CSAV concerning any permanent change(s) to be made in port calls at least 45 days prior to the effective date of such change and will take into consideration any due concerns of CSAV before taking any such decision. If CSAV objects to any permanent change in port calls and such change materially affects its business, CSAV may either (1) withdrawal from the agreement, effective on the earlier of 45 days after it received notice of the change from HLAG ~~CP-SHIPS~~ or the effective date of the change, whichever is sooner; or (2) reduce its basic slot allocation, effective when the change in port calls takes effect.

(iii) Additional slots may be purchased by CSAV with prior agreement from HLAG ~~CP-SHIPS~~ (subject to space availability). Requests for additional slots per sailing either one way, round trip or coastal are required 1 working day prior to port cut off. Such agreed space will be considered as guaranteed space and it will be invoiced on a used or unused basis. In the event CSAV does not fulfil its allocation and another line utilizes the given space (laden cargo only), HLAG ~~CP-SHIPS~~ will credit CSAV for the encroached space at the agreed slot rate. Acceptance of IMO out of gauge cargo and/or special equipment shall be at the discretion of HLAG ~~CP-SHIPS~~ and shall be requested by CSAV in writing. CSAV shall have the option to load inter-port cargo, provided such cargo moves within the applicable voyage leg allocation and conforms with any applicable cabotage laws.

b. Each party may separately advertise sailings of the vessels subject to this Agreement, but shall maintain separate marketing organizations.

c. It is agreed that CSAV is entitled to sub-charter slots to its affiliated companies, Norasia Container Lines, Companhia Libra de Navegacao, and Montemar Maritima S.A.

d. CSAV may use space chartered under this Agreement regardless of the origin or destination of the cargo, including transshipment of cargo to or from an origin or destination which is within or outside the scope of this Agreement, whether under a through bill of lading or otherwise, using space chartered hereunder for part of the through movement involved.

2. Efficient Use of Equipment, Terminals, Stevedores, Ports and Suppliers

The parties may interchange empty containers, chassis and/or related equipment to provide for the efficient use of such equipment on such terms as they may agree. The parties may also jointly contract with or coordinate in contracting with stevedores, terminal, ports, and suppliers of equipment, land or services or may designate a party to provide such services on the designating party's behalf. In this regard, it is agreed that CSAV shall make its containers available on, or take delivery of its containers from the terminal allocated for the relevant vessels on which it receives space at each port prior to the announced export closing time. Late export containers will be accepted subject to operational feasibility. Contractual arrangements will be made directly between CSAV and the relevant local stevedore. This Agreement does not authorize joint operation of a marine terminal by the parties in the United States.

3. Miscellaneous

The parties may also discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including, but not limited to, performance procedures and penalties, procedures for allocating space, forecasting, terminal operations, stowage planning, schedule adjustments, record-keeping, responsibility for loss or damage, insurance, liabilities, claims, indemnification, consequences for delays, and treatment of hazardous and dangerous cargoes.

4. Further Agreements

Any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, except to the extent that such agreement concerns matters exempt from filing under 46 C.F.R. §535.408(b).

5. Partnership

Notwithstanding any provision in the agreement to the contrary, the rights and obligations under this Agreement are personal to the parties and are non-assignable and nothing herein shall constitute a partnership, association or joint venture.

6. Competing Services

a) In the event that CSAV mounts a competing service within the geographical scope of this agreement, HLAG ~~CP-SHIPS~~ may terminate this Agreement by providing CSAV with ninety (90) days notice from the time it is discovered that CSAV will mount such service.

b) In the event that CSAV wants to take up slots on a new competing service within the

geographical scope of this Agreement, CSAV agrees to advise HLAG ~~CP-SHIPS~~ of its intent before doing so. If, after good faith discussions, the needs which lead CSAV to take up slots on another service cannot be met through adjustments to the service hereunder, CSAV may exercise its option to take up slots on the competing service.

c) Services in the trade operated by CSAV or on which CSAV takes space at the time this Agreement is signed shall not be affected by the provisions of this Article 5.6.

ARTICLE 6: OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

- (i) Any authorized officer of each of the parties; and
- (ii) Legal counsel for each of the parties.

ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

1. Membership

Membership is limited to the parties hereto except that additional carriers offering regular service in the Trade may be admitted by unanimous agreement of the parties and by amendment of the Agreement pursuant to the Shipping Act of 1984.

2. Withdrawal

Except as provided in Articles 5.1(a)(ii) and 5.6(a), any party may withdraw from this Agreement for any reason upon 90 days prior written notice to the other party. Notwithstanding the preceding sentence: (i) if there is a change in the ownership or control of a party to this Agreement, then the other party may withdraw from the Agreement upon 30 days prior written

4. Notice to Government Agencies

The Federal Maritime Commission shall be promptly notified in writing of any termination date of this Agreement.

ARTICLE 10: NON-ASSIGNMENT

The rights and obligations of each party under the Agreement herein shall not be assignable except to subsidiaries, parent companies or fellow subsidiaries or with the prior unanimous agreement. Each party shall warrant that any subsidiary or fellow subsidiary to which any assignment is made shall not be sold to another party.

ARTICLE 11: ARBITRATION

a. Except as otherwise provided herein, any dispute or claim arising hereunder which is not amicably settled by the parties shall be settled by arbitration. Arbitration shall be held in New York, New York, under the rules then in effect of the Society of Maritime Arbitration, Inc. (the "Society's Rules") by an arbitrator familiar with ocean container shipping who shall have no financial or personal interest whatsoever in or with any party and shall not have acquired a detailed prior knowledge of the matter in dispute. Upon unanimous agreement among the parties involved in the dispute, arbitration may be held in any other place.

b. Any party hereto may call for such arbitration by service upon the other of a written notice specifying a brief description of the disputes, the monetary amount involved, if any, the differences which such party desires to put to arbitration and the remedy sought. Within fifteen (15) days after service of such notice, the parties in dispute shall jointly agree upon an arbitrator of the aforesaid qualifications, failing which within five days thereafter, they shall request the

ARTICLE 13: FORCE MAJEURE

Neither of the parties shall be responsible for its failure to perform any terms or conditions of this agreement if such failure is due to civil commotion, invasion, rebellion, hostilities, strikes, labor disputes, sabotage, other work stoppage, governmental (national, states, prefectural municipal or other) regulations or controls, Acts of God, inability to obtain materials or services, or any other cause beyond the control of such party.

ARTICLE 14: COUNTERPARTS

This Agreement and any future amendment hereto may be executed in counterparts. Each such counterpart shall be deemed an original, and all together shall constitute one and the same agreement. This Agreement may be executed and delivered by exchange of facsimile copies showing the signatures of each Party, and the original signatures need not be affixed to the same copy.